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**FILED**  
Superior Court of California  
County of Los Angeles

SEP 25 2017

Sherri R. Carter, Executive Officer/Clerk  
By Nancy Alvarez Deputy

Attorneys for Defendants, SILVERWOOD PROPERTIES, INC. and KENNETH HOWARD SHAPIRO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

11 DAVID A. GLAZER, an individual,  
12  
13 Plaintiff,  
14  
15 vs.

Case No.: BC669741  
Complaint Filed: July 25, 2017  
Assigned to Honorable Richard E. Rico  
Dept.: 17

**ANSWER OF DEFENDANTS  
SILVERWOOD PROPERTIES, INC.  
AND KENNETH HOWARD SHAPIRO  
TO THE COMPLAINT OF PLAINTIFF  
DAVID A. GLAZER**

16 CHENEY ADRIENNE SHAPIRO; CHENEY  
17 SHAPIRO DESIGNS 401K; CHENEY SHAPIRO  
18 DESIGNS; RESOURCEFUL DEVELOPMENTS,  
19 INC.; RICHARD JUDSON WILLIAMS;  
20 SILVERWOOD PROPERTIES, INC.; KENNETH  
21 HOWARD SHAPIRO; PODLEY ASSOCIATES  
22 REALTORS; LINDA DARLINGTON SEYFFERT;  
23 SEISMIC SAFETY, INC.; EDUMUND J. SYLVIS;  
24 KEN LAMARR COMPTON; AND DOES 1  
25 THROUGH 250.

Defendants.

23 Defendants SILVERWOOD PROPERTIES, INC. and KENNETH HOWARD SHAPIRO  
24 (collectively the "Answering Defendants"), for themselves only, file their Answer to the Complaint  
25 ("COMPLAINT") filed by Plaintiff DAVID A. GLAZER (hereinafter "Plaintiff") as follows:

**GENERAL DENIAL**

27 By virtue of and pursuant to the provisions of the Code of Civil Procedure section 431.30,  
28 these Answering Defendants, generally and specifically deny each and every, all and singular,

10/03/2017  
09/26/2017

CIT/CASE: BC669741  
LEADER:  
RECEIPT #: MCH45123850  
DATE PAID: 09/25/17 01:45 PM  
PAID AMOUNT: \$35.00  
RECEIVED:  
CHECK: \$435.00  
CASH: \$0.00  
TOTAL: \$435.00

1 conjunctively and disjunctively, the allegations contained in said COMPLAINT, and each and every  
2 part thereof, and each and every cause of action thereof, and further specifically deny that Plaintiff  
3 has been injured or damaged in the sum alleged, or in any other sum, or at all, by reason of any  
4 carelessness, negligence, act or omission of these Answering Defendants.

5 **FIRST AFFIRMATIVE DEFENSE**

6 *(Fails to State Facts Sufficient to Constitute a Cause of Action)*

7 1. As a first and separate affirmative defense to each and every cause of action stated in  
8 Plaintiff's COMPLAINT as against them, these Answering Defendants allege that said causes of  
9 action fail to state facts sufficient to constitute a cause or causes of action against these Answering  
10 Defendants.

11 **SECOND AFFIRMATIVE DEFENSE**

12 *(Statute of Limitations)*

13 2. As a second and separate affirmative defense to each cause of action asserted against  
14 them, these Answering Defendants allege that Plaintiff's COMPLAINT on file herein is barred by  
15 reason of the applicable statutes of limitations, including but not limited to Code of Civil Procedure  
16 sections 337, 340, 337.1, 337.15, 338, 339, 343 and Civil Code section 2079.

17 **THIRD AFFIRMATIVE DEFENSE**

18 *(Comparative Negligence)*

19 3. As a third and separate affirmative defense to each and every cause of action stated in  
20 the COMPLAINT as against them, these Answering Defendants allege that Plaintiff was negligent  
21 in and about the matters alleged in the COMPLAINT and failed to exercise due care for his own  
22 protection and that Plaintiff's damages, if any, are directly and proximately result in whole or in part  
23 from Plaintiff's own negligence. Accordingly, Plaintiff's damages must be reduced in proportion to  
24 Plaintiff's own fault in bringing about his damages.

25 **FOURTH AFFIRMATIVE DEFENSE**

26 *(Third Party Negligence)*

27 4. As a fourth and separate affirmative defense to each cause of action asserted against  
28 them, these Answering Defendants allege that third parties were careless and negligent in and about

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1 the matters alleged in the COMPLAINT, and that said carelessness and negligence on the part of  
2 said third parties proximately contributed to the happening of the accident and to Plaintiff's injuries,  
3 loss and/or damage, if any, allegedly sustained. Therefore, any damages awarded to Plaintiff shall be  
4 diminished in proportion to the amount of fault attributed to said third parties.

5 **FIFTH AFFIRMATIVE DEFENSE**

6 *(Laches)*

7 5. As a fifth and separate affirmative defense to each cause of action asserted against  
8 them, these Answering Defendants allege that the COMPLAINT on file herein is barred by reason  
9 of Plaintiff's laches in that Plaintiff waited an unreasonable period of time to bring his  
10 COMPLAINT, to the detriment of these Answering Defendants.

11 **SIXTH AFFIRMATIVE DEFENSE**

12 *(Unclean Hands)*

13 6. As a sixth and separate affirmative defense to each cause of action asserted against  
14 them, these Answering Defendants allege that Plaintiff is barred by reason of Plaintiff's coming into  
15 court with unclean hands.

16 **SEVENTH AFFIRMATIVE DEFENSE**

17 *(Waived Right to Relief Sought)*

18 7. As a seventh and separate affirmative defense to each cause of action asserted against  
19 them, these Answering Defendants allege that Plaintiff has waived his rights to the relief sought in  
20 the COMPLAINT against these Answering Defendants by virtue of its acts, conduct, representations  
21 and omissions.

22 **EIGHTH AFFIRMATIVE DEFENSE**

23 *(Mitigate Damages)*

24 8. As a eighth and separate affirmative defense to each and every cause of action  
25 asserted against them, these Answering Defendants allege that Plaintiff could have, by the exercise  
26 of reasonable diligence, limited or prevented his damages, if any, as a result of the actions alleged in  
27 the COMPLAINT and that Plaintiff has failed or refused to do so. Such failures or refusals on the  
28 part of Plaintiff constitute failure to mitigate his damages.

1 **NINTH AFFIRMATIVE DEFENSE**

2 *(Acts of Fictitiously Named Defendants)*

3 9. As a ninth and separate affirmative defense to each cause of action asserted against  
4 them, these Answering Defendants are informed and believe and thereon allege that they are not  
5 legally responsible for the acts and/or omissions of those defendants fictitiously named herein as  
6 DOES.

7 **TENTH AFFIRMATIVE DEFENSE**

8 *(Intervening, Supervening and Superseding Causes)*

9 10. As an tenth and separate affirmative defense to each cause of action asserted against  
10 them, these Answering Defendants are informed and believe and thereon allege that the injuries and  
11 damages of which the Plaintiff complains were proximately caused or contributed to by the acts of  
12 other defendants, persons and/or entities. Said acts were in intervening, supervening and  
13 superseding a cause of the injuries and damages, if any, of which the Plaintiff complains, thus  
14 barring Plaintiff from any recovery against these Answering Defendants.

15 **ELEVENTH AFFIRMATIVE DEFENSE**

16 *(Estoppel)*

17 11. As a eleventh and separate affirmative defense to each cause of action asserted  
18 against them, these Answering Defendants are informed and believe, and thereon allege, that  
19 Plaintiff has engaged in conduct with respect to the activities and/or premium which are the subject  
20 of the COMPLAINT, and by reason of said activities and conduct, is estopped from asserting any  
21 claim for damages or seeking any other relief against these Answering Defendants.

22 **TWELFTH AFFIRMATIVE DEFENSE**

23 *(Damages Caused by Acts or Omissions Beyond Answering Defendants' Control)*

24 12. As a twelfth and separate affirmative defense to each cause of action asserted against  
25 them, these Answering Defendants are informed and believe, and thereon allege, that the damages  
26 sustained by Plaintiff, if any, were proximately caused by the acts, omissions, negligence, fraud,  
27 and/or breach of obligations by persons other than these Answering Defendants and beyond these  
28 Answering Defendants' supervision and control.

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1 **THIRTEENTH AFFIRMATIVE DEFENSE**

2 *(Standard of Care Met)*

3 13. As a thirteenth and separate affirmative defense to each cause of action asserted  
4 against them, these Answering Defendants are informed and believe, and thereon allege, that in all  
5 aspects these Answering Defendants met the applicable standard of care regarding Plaintiff.

6 **FOURTEENTH AFFIRMATIVE DEFENSE**

7 *(Active Negligence of Plaintiff)*

8 14. As a fourteenth and separate affirmative defense to each cause of action asserted  
9 against them, these Answering Defendants are informed and believe, and thereon allege that the  
10 damages sustained or to be sustained by Plaintiff, if any, were proximately caused or contributed to  
11 by the active negligence of Plaintiff in that he personally participated in a negligent act or omission  
12 that brought about the injuries or damages of which he is now complaining. Consequently, neither  
13 the law nor any agreement entitles Plaintiff to an indemnity.

14 **FIFTEENTH AFFIRMATIVE DEFENSE**

15 *(Non-Economic Damages)*

16 15. As a fifteenth and separate affirmative defense to each cause of action asserted  
17 against them, these Answering Defendants' liability for non-economic damages, if any, is limited to  
18 that percentage of those damages which are in direct proportion of these Answering Defendants'  
19 percentage of fault in accordance with Civil Code section 431.2(a).

20 **SIXTEENTH AFFIRMATIVE DEFENSE**

21 *(Lack of Privity)*

22 16. As a sixteenth and separate affirmative defense to each cause of action asserted  
23 against them, these Answering Defendants were not parties to the original agreement which forms  
24 the basis of Plaintiff's COMPLAINT and, therefore, Plaintiff lacks the required privity to raise the  
25 claims alleged.

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1 **SEVENTEENTH AFFIRMATIVE DEFENSE**

2 *(Lack of Justifiable Reliance)*

3 17. As a seventeenth and separate affirmative defense to each cause of action asserted  
4 against them, these Answering Defendants are informed and believe, and thereon allege, that  
5 Plaintiff lacked any justifiable reliance concerning the supposed misstatements attributed to these  
6 Answering Defendants.

7 **EIGHTEENTH AFFIRMATIVE DEFENSE**

8 *(Set-Off to Recovery)*

9 18. As a eighteenth and separate affirmative defense to each cause of action asserted  
10 against them, these Answering Defendants are informed and believe, and thereon allege, that they  
11 are entitled to a set-off as a result of any recovery made by Plaintiff from any other party, in  
12 connection with the damages claimed in this lawsuit.

13 **NINETEENTH AFFIRMATIVE DEFENSE**

14 *(Damages Did Not Arise From Defendant's Alleged Breach)*

15 19. As a nineteenth separate affirmative defense to each cause of action asserted against  
16 them, these Answering Defendants are informed and believe, and thereon allege, that as to each  
17 alleged cause of action set forth in the COMPLAINT, the conditions set forth therein and the  
18 damages related thereto did not arise out of any action by these Answering Defendants nor any act  
19 or omission related thereto and thus recovery is precluded.

20 **TWENTIETH AFFIRMATIVE DEFENSE**

21 *(Reasonable Reliance on Information Provided by Owner)*

22 20. As a twentieth and separate affirmative defense to each cause of action asserted  
23 against them, these Answering Defendants are informed and believe, and thereon allege, that they  
24 and their representative agents justifiably relied on information furnished by the owner or by  
25 persons directly employed by the owner of the subject property set forth in the COMPLAINT.

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1 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

2 *(Reservation of Right to Assert Additional Affirmative Defenses)*

3 21. As a twenty-first and separate affirmative defense to each cause of action asserted  
4 against them, these Answering Defendants allege that they currently have insufficient information  
5 upon which to form a belief as to whether he may have additional, as yet unstated, affirmative  
6 defenses available. These Answering Defendants therefore reserve the right to assert additional  
7 affirmative defenses in the event discovery indicates that they would be appropriate.

8 **WHEREFORE**, these Answering Defendants prays as follows:

- 9 1. That Plaintiff take nothing by way of his COMPLAINT on file herein;  
10 2. That judgment be entered in the within action in favor of these Answering  
11 Defendants upon the issues of the COMPLAINT;  
12 3. For an award to these Answering Defendants of attorney's fees, if allowed by law,  
13 and costs of suit herein incurred; and  
14 4. For such other and further relief as the Court may deem just and proper.

15 Dated: September 22, 2017

**CARLSON LAW GROUP, INC.**

16  
17 By: 

18 Mark C. Carlson, Esq.  
19 Warren K. Miller, Esq., Of Counsel  
20 Attorneys for Defendants, SILVERWOOD  
21 PROPERTIES, INC. and KENNETH HOWARD  
22 SHAPIRO  
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1 David A. Glazer v. Cheney Adrienne Shapiro, et al.

2 LASC Case No.: BC669741

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